after the date of the Douglas contract. It is indeed strange that if Mr. Edgington and Mr. Chase had entered into a binding contract on or about February 17th [Rep. Tr. pp. 1159-1161] that Mr. Chase waited more than a month to inform Mr. von Bohm, and then merely state Mr. Edgington had *said* he would take the asphalt."

CONCLUSION

For the foregoing reasons petitioner respectfully prays that the writ of certiorari herein petitioned for may be issued, and that the aforesaid decision and judgment of the District Court of Appeal of the State of Calfornia, Second Appellate District, Division Two, may be reversed by this Honorable Court.

Dated: September 28, 1950.

Respectfully submitted,

EL RIO OILS (CANADA) LIMITED,

By: KELLY & MILLER

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